CITY OF TEMPE, ARIZONA PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING

JOB ORDER NO. 5 TO CALIENTE CONSTRUCTION, INC. THROUGH EXISTING CONTRACT NO. C2015-43

BACK-UP GENERATOR REPLACEMENT – POLICE/COURTS BUILDING PROJECT NO. 5507671

This JOB ORDER NO. 5 is entered into on this 25th day of February, 2016, by and between the City of Tempe, an Arizona municipal corporation ("City") and Caliente Construction, Inc., an Arizona corporation ("JOC"), through the existing Contract made and entered into by and between the parties on February 26, 2015, (Contract No. C2015-43).

section 1 – Job order price and work Location: Joc shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of Back-Up Generator Replacement – Police/Courts Building, (Project No. 5507671) ("Project") for the sum of Three Hundred Twenty Four Thousand Seven Hundred Ninety Three and 00/100 Dollars (\$324,793.00), as detailed in the Proposal (Exhibit "A") attached hereto and incorporated herein by this reference, and the work as described in the Technical Specifications (Exhibit "B"), and to completely and totally construct the same and install the materials therein for the Project, in a good and workmanlike and substantial manner and to the satisfaction of City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the Project and other documents that may be requested by City through its Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location ("Work Location") is 120 East 5th Street, Tempe, Arizona. JOC shall list the Work Location in any subcontract related to this job order at any level and each subcontractor shall likewise include the Work Location in any of its subcontracts.

SECTION 2 – REQUIRED SUBMITTALS: JOC shall submit the completed forms referenced in the Forms Appendix (Exhibit "C") attached hereto to City for approval prior to receipt of a Notice to Proceed issued by City for the Project.

SECTION 3 – AMENDMENT: City of Tempe Contract No. C2015-43, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 5, are by reference incorporated into this Job Order No. 5. All provisions of the underlying Contract where not inconsistent with this Job Order No. 5 shall remain binding on the parties.

SECTION 4 – JOB ORDER TERM: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by City, and shall be completed within one hundred twenty (120) calendar days thereafter.

JOC further agrees to include the provisions of this Section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

[SIGNATURE PAGE TO FOLLOW]

Back-Up Generator Replacement – Police Courts Building Project No. 5507671

DATED this 25 th day of February, 2016.	
	CITY OF TEMPE, ARIZONA
	By:
	By: Public Works Director
ATTEST:	Recommended by:
City Clerk	Deputy PW Director/City Engineer
APPROVED AS TO FORM:	
City Attorney	
JOC warrants that the person who authorized to do so and to execute all this Job Order.	is signing this Job Order on behalf of the JOC is other documents necessary to carry out the terms of
	CALIENTE CONSTRUCTION, INC.
	By:Signature
	Printed Name
	Its:Title
	Federal I.D. No./Social Security No.

Callente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

EXHIBIT A

January 14, 2016

Kenneth Halloran City of Tempe PW/Engineering Division 31 E Fifth Street Tempe, AZ 85252

Re: City of Tempe – PD Generator Replacement [5507671]

Dear Mr. Halloran:

Thank you for the opportunity to provide our services to replace the backup generator system at the police department and courts building located at 120 east 5th street.

We have assembled a proposal based on the LSW Engineers 100% Construction Documents and Addendum 1 dated 10/30/2015.

The general scope of work includes the removal of the existing generator, furnishing a temporary generator, providing a new 300KW diesel generator with all new fuel system. Below are the specific clarifications to the scope.

- 1) Furnish a 300KW Temp Generator. Proposal includes cost of fuel for our operations. In the event the generator is used for a power outage, fuel cost will be the responsibility of COT for the duration of the outage.
- 2) Demo and remove existing Generator, ATS and associated conduit and wire per the contract documents.
- Furnish and install new Cummins 300KW diesel Generator, with 600A ATS including associated conduit and wire per the contract documents.
- 4) Furnish all rigging to remove exiting equipment and install new. This work is scheduled to be performed on Off hours.
- 5) Existing generator will be transported to a City of Tempe yard, within City limits. Generator will be delivered disassembled.
- 6) This proposal considers using existing switches in both distribution boards EDS1 and DSH1.
- This proposal includes the removal of diesel fuel from existing generator. A 24 hr. test is required before removal, this cost is also included.
- 8) Complete mechanical installation of ductwork, louvers, and exhaust piping.
- 9) Complete fuel piping system including fuel fill station.
- 10) Owner will assume all Permitting (Including ADEQ) and Special Inspection costs if required.
- 11) Proposal excludes any work modifying existing electrical, plumbing, mechanical to meet current building codes, unless indicated on the contract documents
- 12) Caliente has not included an environmental survey and does not include any abatement of hazardous materials.
- 13) Caliente has not included additional electrical backup other than what has been indicated on the documents. COT will be required to survey their existing systems to identify backup requirements during the shutdown (IT Equipment, Card readers, etc.). These requirements that are currently not identified have not been included in this proposal.
- Use of Allowances requires prior approval by City's construction manager.

Total Proposal Amount: **\$324,793.00** Refer to detail cost spreadsheet. (Includes tax, insurance and bond).

Best Regards,

Jeff Schaffer
Project Manager - Caliente Construction Inc.







Caliente Construction Inc.

485 W. Vaughn Street, Tempe, Arizona 85283 Telephone (480) 894-5500 Facsimile (480) 894-2323

	Job Name:	ne:		City o	of Temp	e -PD G	enerator	of Tempe -PD Generator Replacement 5507671	3nt 55(17671					
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517100	Bonds												Bonds \$		2,953
517200	General Liability Insurance												Liability Ins 3		2,953
517300	Builders Risk Insurance								Fee Percentage	ntage			Bullders Risk \$		2,953
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	Other												\$ retto		•
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						TYPE \$	49						\$UBTOTAL \$		324,793
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Callente Construction inc.

General Construction - Construction Management - Design/Build - Facilities Management

City of Tempe - PD Generator Replacement [5507671]

BID TABULATION

SCOPE/CONTRACTOR

Electrical		
Rosendin Electric	\$141,272.00	Apparent Qualified Low Bid
Delta Diversified	\$153,800.00	
Jessco Electric	\$252,421.00	
DP Electric	\$255,063.00	

	Apparent Qualified Low Bid	RKS used Cochise's number for their piping		Did not include the fuel state, only piping
	\$75,627.00	\$75,627.00	\$92,000.00	Incomplete Bid
uel Piping	Cochise Contractors	RKS	Crawford Mechanical	EATON

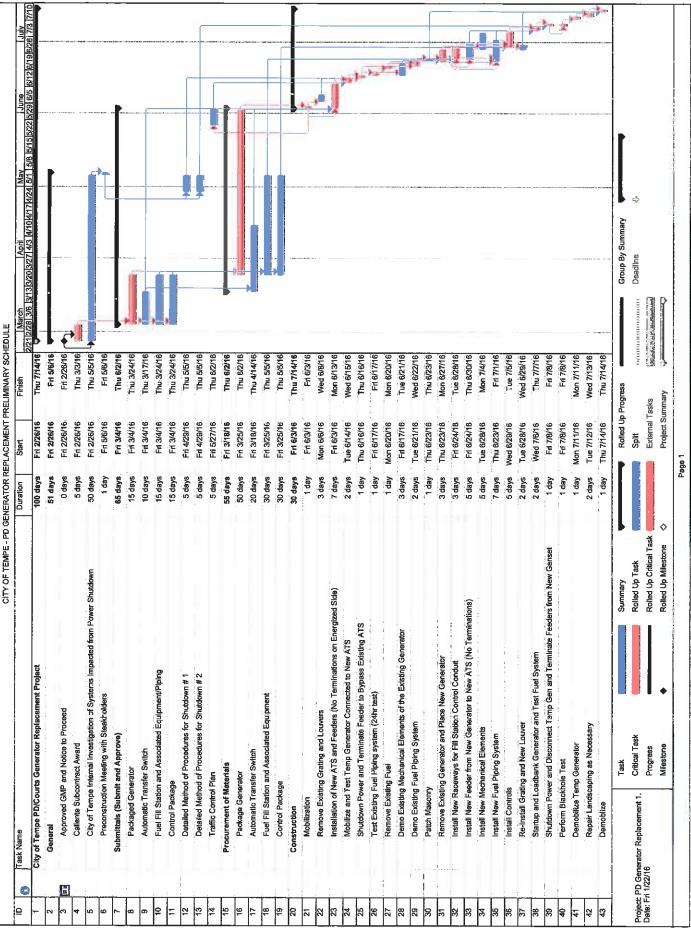
		Apparent Qualified Low Bid		
	\$18,285.00	\$17,928.00	\$96,713.00	
Mechanical	Crawford Mechanical	CFM Mechanical	RKS	

	Tempe Vendor for Controls	
	\$14,135.00	الأدرية شراق والمحافظة والمستقد والمست والمستقد والمست والمستقد والمستقد والمستقد والمستقد والمستقد وا
Building Automated System	Arizona Control System	













Tony DeVito Special Projects Group

December 21, 2015



Caliente Construction Inc. 242 S. El Dorado Circle Mesa, AZ 85202

Attention: Jason Adolph

RE: City of Tempe Generator Replacement

Rosendin Electric is pleased to provide your firm with our quotation for

Total...\$141,272.00

Note: This proposal recognizes the new AZ sales tax law of 2015.

Add Alt. - Weekly Rental of Temporary Generator...\$3,282.00

Add Alt. Kohler Generator ...\$11,500.00

SCOPE OF WORK

- We are quoting all work as after hours, Mon-Fri (5pm 2:30am). Any additional shift work and overtime work is
- 2. Our quotation is based upon a mutually acceptable contract.
- 3. All scope of work will be performed per the sequence of notes on sheet E3. Furnish a 300KW Temp Generator for one week.
- 4. Demo and remove existing Generator, ATS and associated conduit and wire per sheets E-4 and E-6,
- 5. Furnish and install new 300KW diesel Generator, with 600A ATS including associated conduit and wire per sheets E-
- 6. This proposal includes 320 man-hours, 5days a week, consecutive to complete. Temporary Generator is considered to be put in place one week prior to new Generator delivery to site.

CLARIFICATIONS

- Proposal is based on electrical sheets dated 10-30-15, Delta 1.
- Proposal is based on electrical specifications dated 10-29-15.
- Furnish all rigging to remove exiting equipment and install new. This work is scheduled to be performed on a Saturday. Existing generator will be transported to a City of Tempe yard, within City limits.
- Removal of grating, duct work and louvers is to be performed by others.
- This proposal includes a Cummins generator package, subject to approval.
- This proposal considers using existing switches in both distribution boards EDS1 and DSH1.
- This includes a 4 hour load bank test of generator including onsite startup and testing.
- This proposal includes (1) housekeeping pad for the ATS. This scope considers concrete will be handed down grating
- 9. This proposal includes the removal of diesel fuel from existing generator. A 24 hr. test is required before removal, this is included.
- 10. This proposal includes an additional 20A, 120V circuit to fueling station.
- 11. This proposal includes a one-time fuel up. Remaining fuel is owner's responsibility.
- 12. This proposal includes a bond cost \$1063.00.
- 13. This proposal includes material tax.
- 14. This proposal considers project to be performed during a three week schedule.
- 15. We propose to use ½" EMT for a minimum conduit.
- 16. Assist in coordination with city inspection, MOP's and shutdowns.
- 17. Cummins overall height 92" approx. with 26" tank, 300gal. Kohler overall height 85" approx. with 16" tank, 270 gal.

Building Quality Building Value Building People

Note: This proposal may be withdrawn by us if not accepted within 30 days.

100% Employee Owned 1375 West Drivers Way Tempe, AZ 85284 Phone: (480) 921-4022

Fax: (480) 921-4144

Arizona

California

Maryland

Nevada

Oregon

Texas

Virginia



Tony DeVito Special Projects Group

EXCLUSIONS

- 1. All permits and utility fees.
- 2. Bonding.
- 3. Engineering.
- 4. Seismic engineering or special support system.
- 5. Coordination study.
- 6. Load monitoring, except as noted above.
- 7. Remote fuel cabinet and associated parts.
- 8. Expediting.
- 9. Lifts or Scaffold.
- 10. Lightning protection and grounding counterpoise.
- 11. Any coordination of city or fire inspections, except as noted above.
- 12. All formed and poured concrete including transformer pads and housekeeping pads, except as noted above.
- 13. Saw cutting, and patching of concrete, asphalt, etc. Any X-ray or scanning required for layout of core drilling or saw cutting. Patching of any block, concrete, or asphalt.
- 14. Painting of any conduit, raceway, or equipment.
- 15. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface.
- 16. Traffic control.
- 17. Excavating.
- 18. GRC and IMC conduit.
- 19. Supplying and/or installation of loose motors and starters.
- 20. Light fixtures, including repairing or replacement of parts and lamps.
- 21. Any telephone or data cable, terminations and/or equipment.
- 22. Any fire alarm/security systems, components, wiring, and testing.
- 23. Any speakers, cameras, cables, and terminations for any audio and video system.
- 24. Any BMS, CCTV controls not shown on drawings specified.
- 25. Sensors, devices, software, controls or associated equipment.
- 26. Any changes to the electrical distribution system except as noted elsewhere within this proposal,
- 27. Correction of existing code violations.
- 28. Dumpsters, disposal of any hazardous waste, abatement and remediation.
- 29. This proposal is based solely on usual cost elements, i.e. labor, material, and normal markups, and does not include any amounts for changes in sequence of work, delays, disruptions, rescheduling, extended overhead, accelerations, or overtime labor rates.

We are looking forward to working with your firm on this project and if we can be of any further assistance, please feel free to call.

Respectfully,

Tony DeVito ROSENDIN ELECTRIC, INC

Itemized Breakdown

Building Quality Building Value Building People

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Phone: (480) 921-4022 Fax: (480) 921-4144





Tony DeVito Special Projects Group

Summary		
General Materials		\$15,259.83
Quoted Materials		\$64,535.00
Quoted Materials Adjustment		\$0.00
Material Tax	(@8.100 %)	\$6,463.38
Material Total		\$86,258.23
Composite Rate	(376.73Hrs @ \$37.88)	\$14,271.30
Subtotal		\$100,529.5
Testing		\$3,600.00
Concrete Pad		\$2,800.00
Coring		\$1,200.00
Rigging		\$9,000.00
Equipment (Temp Gen.)		\$2,732.20
General Expenses		\$3,379.82
Subtotal		<u>\$123,241.5</u>
Overhead	(@ 10.000 %)	\$12,324.1
Markup	(@ 5.000 %)	\$6,778.28
Subtotal		<u>\$142,343.7</u>
Engineering	\$0.00	\$0.00
Adjustment deduct #1	(-1.500%)	(\$2,135.16
Subtotal		\$140,208.5
Payment & Performance Bond	(@ 0.0800 %)	\$1,063.00
Final Amount		\$141,271. 5

Building Quality Building Value Building People

Note: This proposal may be withdrawn by us if not accepted within 30 days.

100% Employee Owned 1375 West Drivers Way Tempe, AZ 85284 Phone: (480) 921-4022 Fax: (480) 921-4144



Descritption	Qty	Unit	Labor	Total Material	Total Labor
500A ATS	1	E	24	0	24
BOOKW GEN	1	E	32	0	3:
GEN REMOTE ANNUNCIATOR	1	Ε	4.5	0	4.
GEN BATTERY CHARGER	1	E	2	0	
GEN SPRING ISOLATOR	1	E	1	0	
GEN DIESEL FUEL	300	E	0	1,800.00	
GEN TESTING	1	E	8	0	;
GEN RECEIVE AND UNLOAD	1	E	4	0	,
#10 THHN GREEN STRANDED	75	м	8.63	11.33	0.69
500A/600V-LPS DUAL EL FUSE	3	E	0	1,035.12	ļ ,
10 WIRE TERMINATION-POWER	2	E	0.1	0	0.:
# 6 WIRE TERMINATION-POWER	8	E	0.2	l o	1.0
# 1 WIRE TERMINATION-POWER	12	E	0.3	l o	3.6
# 350 MCM TERMINATION-POWER	48	ľ	0.6		
1" EMT CONDUIT	180		5.75		
3" EMT CONDUIT	280		11.5		32.
L 1/2" EMT 90 DEG ELBOW	12		46		ł .
3" EMT 90 DEG ELBOW	18		69		
1" EMT INS STL COMP CONNECTOR	<i>8</i>	c	11.5	3.56	i
L 1/2" EMT INS STL COMP CONNECTOR		-	17.25		į.
3" EMT INS STL COMP CONNECTOR	12	_	34.5	121.47	4.1
1" EMT STL COMP COUPLING	18	*	0.49	7.53	
1/2" EMT STL COMP COUPLING	18		0.81		
3" EMT STL COMP COUPLING	46		1	333.2	i
3/4" EMT LB SET SCREW	i i	E	0.52	70.08	
L 1/4" EMT LB SET SCREW	ľ	20, 30,	0.81	110.52	
3/4" COVER		E	0.01	17.1	
1" EMT STRUT CLAMP	7.5		2.88		
L 1/2" EMT STRUT CLAMP	7.5		4.6		
3" EMT STRUT CLAMP	35		5.75		1
(-16 KON CLIP (1")	15		1.84		i
3" RISER CLAMP		c	40		
3/4" GRC (GALV)	160	1	6.33		
3/4" STEEL LOCKNUT		c	0.33		
3" FORM 5 MALLEABLE LB CONDULET		c	2.99		
3/4" GRC CUT & THREAD	f	c	9.2	1,010 28	0.3
3/4" GRC STRUT CLAMP	20	l	3.45	13.79	
3" 3H J-HANGER	1.25		15.41	15./9	
3" PVC-40 CONDUIT (EXPOSED)	40		9.2	52.6	0 19
3" PVC-40 36"R 90 ELBOW (EXPOSED)	4	E	0.77	53.6	
3" PVC COUPLING (EXPOSED)	1	ŧ .	E .	34	
·		C	1.9		
3" PVC TERMINAL ADAPTER (EXPOSED)		C	46		0.9
3" INS STL STR FLEX CONNECTOR		С	50		
3" INS STL 90 DEG FLEX CONNECTOR		C	59		l
CONDUIT MARKER	l l	E	0.03	i e	
1 5/8" SLOTTED GALVANIZED CHANNEL	73		9.2	87.31	
CONVERTION LIEV LIEAR COREMA		С	1 0	8.7	
L/2"x1-1/2" HEX HEAD SCREW L/2" SPRING NUT	6	ſ	0	4.68	ţ



THRD-ROD-1/2-13-10FT-PLTD	3.75	С	9.2	4.29	0.34
1/2" PLATED ROD COUPLING	1.25	С	0	2.9	o
1/2" STEEL HEX NUT	2.5	С	0	0.45	0
1/2" FLAT STEEL WASHER	7.25	С	0	1	0
3/8"x3" KB-TZ CRACKED CONCRETE ANCHOR	52.5	С	9.2	21.06	4.83
1/2"x3 3/4" KB-TZ CRACKED CONCRETE ANCHOR	7.25	С	9.2	5.71	0.67
3/4"x8" KB-TZ CRACKED CONCRETE ANCHOR	8	С	20.7	28.49	1.66
1/4"x1 3/4" KB3 WEDGE ANCHOR	20	С	4.6	0.96	0.92
1/4"x2 1/4" KB3 WEDGE ANCHOR	7.5	С	4.6	1.68	0.34
#12 THHN/THWN SOLID	840	М	6.9	72.35	5.8
#10 THHN/THWN STRANDED	747	M	8.63	140.23	6.44
#6 THHN/THWN STRANDED	300	M	12.65	121.91	3.79
#1/0 THHN STRANDED	230	М	20.7	397.67	4.76
#350 THHN-2 STRANDED	1,480.00	М	32.2	7,656.23	47.66
3M #1700 3/4"x60' BLACK TAPE	4	E	0	3.4	o
3M #35 3/4"x66' BRN CODE TAPE	1	E	0	3.84	o
3M #35 3/4"x66' ORG CODE TAPE	1	E	0	3.84	o
3M #35 3/4"x66' YEL CODE TAPE	1	E	0	3.84	o
POLYTWINE	138	M	3	1.5	0.41
FIRESEAL PENETRATION	6	E	0.2	54	1.2
DEMO 1'x4' SURFACE FIXTURE	3	E	0.25	0	0.75
DEMO 1/2"-1" EMT CONDUIT	60	E	3.13	0	1.88
DEMO 2 1/2"-3" GRC CONDUIT	100	E	6.88	0	6.88
DEMO #14-#10 WIRE	500	М	3.75	0	1.88
DEMO #350-#500 WIRE	400	M	17.5	0	7
DEMO 300kW GENERATOR	1	E	26	0	26
DEMO 600A 3PH TRANSFER SW	1	E	7	0	7
Direct labor	_	A		15259.83	357.08
Customer Conenience (After Hours)	1	1	10		12.5
Superintendent		1	-		6.55
Totals		11		15259.83	376.73





Quotation

Cummins Rocky Mountain 651 N 101st Ave Avondale AZ 85323 United States

Direct: 623-474-2600

November 30, 2015

Project Name: Tempe Police Courts Bldg Rev2

Quotation: <u>195400000258817</u>

Thank you for your inquiry. We are pleased to quote as follows:

USD

Item	Description	Qty
	Diesel Genset: 60Hz-300kW	
300DQDAC	Genset-Diesel,60Hz,300kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L228-2	Cert-Seismic,IBC2000,IBC2003,IBC2006,IBC2009,IBC2012	1
L169-2	Emission Cert, EPA, Tier 3,NSPS CI Stationary Emergency	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B258-2	Alternator-60 Hz, 12 Lead, Extended Range,125/105C	1
H643-2	SET CONTROL-PCC 2100	1
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H605-2	Display-Control, Graphical	1
H606-2	Meters-AC Output, Analog	1
K631-2	Relays-Genset Status, User Configured	1
K796-2	Stop Switch-Emergency	1
KA08-2	Alarm-Audible, Engine Shutdown	1
KP60-2	Interface-CommunicationsNtwk,FTT-10	1
H679-2	Control Mounting-Front Facing	10
KU12-2	CirBrkr-600A,Right,3P,600/690V,SS RMS,80%,UL/IEC	1
KM69-2	Auxiliary contacts/Trip alarm-Single Circuit Breaker	1
KM72-2	Shunttrip-24vdc,Single Circuit Breaker	1
C127-2	Separator-Fuel/Water	1
A334-2	Engine Starter-24 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	7
D041-2	Engine Air Cleaner-Normal Duty	1
A299-2	Exhaust Connector-NPT	1
H706-2	Engine Oil	1



The following items are shipped loose installed by others 0179-4621-03 Fuel Tank Kit-300 Gallon	L010-2 L017-2 L023-2 L024-2 L025-2 L026-2 L188-2 Battery	Test Record-Strip Chart Test-Extended, Standby Load, 4 Hour Test Record-Safety Shutdowns Test Record-Exhaust Temperature Test Record-Ambient Temperature/Pressure Test Record-Certified ST 3YR 900HR P + L + T Lead acid batteries	1 1 1 1 1 1
0155-2342-01 Critical Muffler-Side Inlet End Outlet-6" ASA Fing 1 0541-1236 PIPE Pkg-4" NPT to 6" ASA Conversion 1 0541-0814-02 Annunciator Kit-w/Enclosure 1 Bypass Transfer Switch-Power Command: 600A BTPC600 Transfer Switch-Bypass,PwrCmd,600Amp 1 A078-7 Transfer Mode-Delayed Transition 1 A029-7 Poles-4 1 A035-7 Application-Utility To Genset 1 A046-7 Listing-UL 1008/CSA Certification 1 A046-7 Listing-UL 1008/CSA Certification 1 A044-7 Frequency-60 Hertz 1 A042-7 System-3 Phase,3 Wire Or 4 Wire 1 R026-7 Voltage-480 Vac 1 B001-7 Cabinet-Type 1 1 C024-7 Control-Transfer Switch, Level 2 1 D009-7 Meters-Bar Graph Display 1 M018-7 Display-Digital 1 M022-7 Monitoring-Load 1 M023-7 Module-Relay Signal 1 M031-7 <td></td> <td></td> <td></td>			
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G010-7 Transfer Switch Warranty - Yr 0-2: Parts, Labor and Travel; Yr 3-5: Parts Only; Yr 6-10: Main Contacts Only Deliver Deliver to jobsite not off loaded			
Yr 3-5: Parts Only; Yr 6-10: Main Contacts Only Deliver Deliver to jobsite not off loaded	L103-7	•	₩.
	G010-7		1
	Deliver	Deliver to jobsite not off loaded	1
	Startup	Startup and testing onsite	1

Grand Total \$64,535.00

Off loaded by others Fuel not included Terms Net 30 Taxes not included

Submitted by

Shaun Kitto , Account Manager shaun.e.kitto@cummins.com

Mobile: 623-474-2707





December 3, 2015

Caliente Construction 485 East Vaughn Street Tempe, AZ 85283

Attention: Jeff Schaffer

Subject: Tempe Courts and Police Generator Replacement

We propose to furnish the labor and materials to complete the following installation, per LSW Engineering drawings dated 12/07/12.

Qualifications.

- Remove existing genset, ATS and demo of existing conduit/wire.
- Include transport and unloading of existing genset, within City of Tempe.
- Include (1) new 300kw genset, include rigging and initial fuel fill-up.
- Include (1) new remote fueling station
- Include (1) 600amp ATS
- Include (1) temp genset with temp cables, cable protection, remote start and fuel for (1) week.
- Include (1) concrete housekeeping pad for ATS
- Include traffic control plan and lift plan for the rigging.
- Include removal of existing fluids from existing genset prior to removal

Exclusions,

- Bond cost (add 1%, if needed)
- Expedited ship schedule
- Arc Flash/Coordination study
- BMS (parts, smarts, conduit and wire)
- Engineering
- Fire Alarm (parts, smarts and programming)
- Sales tax
- Permit cost
- Removal/replacement of louvers
- Piping for gas from remote fueling station to genset

Very truly yours,

Sam Begay

Project Manager

DELTA DIVERSIFIED ENTERPRISES, INC.

M



JESSCO ELECTRIC, LLC

(P) 480-488-0924 (F) 480-488-3598

PO BOX 1793

CAVE CREEK, ARIZONA 85327

(E) OFFICE@JESSCOELECTRIC, COM

Lic. #L-11 ROC170305, A-17 ROC170304, C-11 ROC170303



December 04, 2015

Caliente Construction. Inc 485 W. Vaughn Street Tempe, AZ 85283

Attn: Jason Adolph

Re: City of Tempe Police/Court Building Generator Replacement

Sir.

Our price to provide a complete electrical installation per plans and specs is:

Material	\$131,317.00
Tax (if Applicable)	\$ 10,899.00
Labor	\$110,205.00
Total	\$252,421,00

We Include:

Demolition / Removal New Gen Set Transfer Switch Temporary Generator & Cabling Off-hours as required Core Drill / Fire Seal Testing / Start-up New conduit and wire as shown

We Exclude:

Fuel Formed Concrete **Permits** Bond Allowances

Our Add for an additional week for Temp Generator Rental is: \$6,500.00 Our Add for removal and salvage of fuel is: \$5,000.00

Please contact me if you have any questions.

Thank you for the opportunity.

Respectfully,

Harry Goulder, COO Jessco Electric, LLC 480-488-0924 Office 602-618-5129 Cell 480-488-3598 Fax







December 7, 2015 Job Name: City of Tempe Police Courts Building Generator Replacement Page 1 of 1

D.P. Electric Inc. is pleased to provide you with a proposal for the above referenced project. This proposal is based on the site walk performed on I 1/12/15 and electrical drawings E-I, E-2, E-3, E-4. E-5, E-6, and E-7 2//14 and Addendum I dated 10/30/15.

Qualification Notes:

- 1. Provision and installation of specified generator and ATS switch.
- 2. Removal of generator and associate rigging costs have been included.
- We have included the rental of a temporary generator for (1) week.
- 4. We have included and adder for additional weekly generator rental.
- Our proposal includes the provision and installation of (1) Generac SD300 diesel generator rated at 300kw and (1) ASCO 600 amp ATS Switch.
- 6. Lead-time for generator is 8-10 weeks after approved submittals and written release.
- Lead-time for the ATS switch is 6-8 weeks after approved submittals and written release.
- Old generator and fuel tank to be transported to a predetermined location within Tempe city limits.
- 9. An add alternate has been included for additional temporary generator rental.
- 10. This proposal is valid for (30-days) only.

Exclusions:

- 1. Any existing conditions/code violations.
- 2. All formed and poured concrete.
- Temporary fencing.
- 4. Removal and reinstallation of metal grating.
- 5. Cutting and repairs of metal grating.
- 6. Installation of exhaust piping and fuel fill lines.
- Engineering/fees, permits/fees, special inspection fees, utility fees and taxes.

Insurance, Warranty & Spares:

Proposal includes the basic "Additional Insured" insurance for GC & project owner
 Proposal includes (I) year warranty and (I) year workmanship
 D.P. Electric will only transfer the manufacturer's warranties to Owner
 Lamps are not covered under warranty
 No Spares (no spare fuses, no spare lamps & no spare ballasts)

If you have any questions, please feel free to contact me.

Thank you, D.P. Electric Inc.

Sean Goneau

sean.goneau@dpelectric.com Service Project Manager 480-858-9070 480-229-3242 c

6002 S ASH AVE = TEMPE, AZ 85283 = PHONE 480.858,9070 = FAX 480,858.9067 = WEB WWW DPELECTRIC.COM = £11#111176, C11#111170



COCHISE CONTRACTORS, INC.

333 N. BLACK CANYON HWY PHOENIX, AZ 85009-4518

(602) 272-0911 FAX (602) 242-1580

LICENSE NUMBERS: B01 ROC073119 L05 ROC071379

DATE: 12-18-15

PROPOSED TO: CALIENTE CONSTRUCTION	JOB LOCATION: 120 E. 5 TH STREET TEMPE AZ. 85284
ATTENTION: JEFF SCHAFFER	JOB NAME: CITY OF TEMPE PUBLIC WORKS DEPT. BACK UP GENERATOR REPLACMENT POLICE/COURTS BUILDING
SUBMITTED BY: CLIFF COGSWELL	TERMS: PROGRESSIVE BILLING

COCHISE CONTRACTORS, INC. PROPOSES TO FURNISH EQUIPMENT, MATERIAL AND LABOR TO PROVIDE AND INSTALL NEW VENT PIPING AND REMOTE FILL STATION OUTSIDE THE BUILDING FOR NEW BACK-UP GENERATOR BELLY TANK.

THIS BID INCLUDES, POUR NEW CONCRETE PAD WITH BUMPER POLES FOR NEW REMOTE MORRISON 20 GALLON-FILL/SPILL CONTAINMENT FILL PORT WITH OVERFILL VALVE, PROVIDE & INSTALL NEW 6" AND 2" VENT PIPING FROM BELLY TANK TOP OF 2ND PER SPEC. WITH NEW NEW FILL PORT STATION.

THIS BID INCLUDES REMOVING (1) EXISTING 2" FILL LINE & (1) 2" VENT LINE FROM EXISTING BELLY TANK TO OUTSIDE WALL.

EQUIPMENT COCHISE TO SUPPLY AND INSTALL:

- 1 2" FILL LIMITER VALVE WITH DROP TUBE, QUICK CONNECT AND LOCKABLE CAP.
- 1 -- SIMPLEX MINI SMART PUMP 3", 20 GALLON REMOTE FILL CONTAINMENT BOX WITH CAP & ADAPTER, 2 GPM PUMP, FLOATSWITCH WITH LEVER TRANSMITTER
- 2 MORRISON 4" EMERGENCY VENT
- 1 2" VENTCAP
- 2 MORRISON 2" #710 SOLENOID VALVE
- 2 NEW 4" BUMPER POLES
- 1 COMPLETE FRANKLIN "INCON" TS-550 EVO FUEL MANAGEMENT FUELING SYSTEM FOR THE EXISTING BELLY TANK TO INCLUDE AN OVERFILL ALARM AND ACKNOWLEDGEMENT SWITCH AT FILL PORT STATION.

EQUIPMENT, MATERIAL & LABOR TOTAL \$75,627.00



BREAK DOWN

FILL PORT SMART SYSTEM & FUEL EQUIPMENT & FUEL MANAGEMENT \$ 46,009.00

CONCRETE & BUMPER POLES \$ 1780.00 DEMO EXISTING PIPING \$ 3500.00 PIPING \$ 8980.00 LABOR \$13,858.00 ELECTRICAL LABOR & START UP \$1500.00

EXCLUSIONS:

PERMITS, PERMIT FEES
FUEL DRAWING (SEE NOTE #4)
ELECTRICAL (SEE NOTE #1)
DAVIS BACON WAGES

DAVIS BACON WAGES

REMOVAL OF OLD BELLY TANK (BY OTHERS)

IT/IP INTERFACE WITH NEW INCON MANAGEMENT CONSOLE (BY OTHERS)

NEW BELLY TANK OR GENERATOR OR INSTALL

X RAY & CORE DRILL WALLS (BY OTHERS)

ADD NEW TANK FITTING ON THE EXISTING BELLY TANK

MAIN/FUEL OIL SYSTEM CONTROL PANEL (BY OTHERS) REUSE EXISTING

NEW DAY TANKS, NEW PIPING, TANK HARDWARE EQUIPMENT, HIGH OR LOW SWITCHES

DUPLEX PUMP SYSTEM OR INSTALL

ROOF WORK, MODIFY OR REPAIR BY OTHERS

BUILDING WORK OF ANY KIND

SUPPLY FUEL OF ANY KIND

NOTES

- 1) THIS BID IS BASED ON OTHERS TO PROVIDE ALL OF THE ELECTRICAL CONDUITS & WIRE FOR THE NEW FUEL SYSTEM INSTALL. COCHISE WILL DO FINAL HOOK-UP OF CONDUCTORS ONLY.
- 2) THIS BID IS BASED ON TYING RIGHT INTO THE NEW GENERATOR BELLY TANK FITTING FOR NEW VENT LINES FROM BELLY TANK TO 2ND FLOOR INSTALL. TO TIE A NEW REMOTE FILL STATION TO THE NEW FILL PORT ON BELLY TANK NEW BELLY TANK MUST HAVE ALL THE FITTING FOR THIS NEW UPGRADE
- 3) THIS BID IS BASED ON COCHISE TO PROVIDE AND INSTALL A NEW CONCRETE REMOTE FILL PAD WITH BUMPER POLES FOR THIS NEW INSTALL
- 4) THIS BID IS BASED ON THE NEW DRAWING AND SPEC. 12-7-12 / LSW PROJECT #2013-109.000
- 5) THIS BID IS BASED ON THE NEW BELLY TANK HAS ALL THE TANK FITTING FOR THIS UPGRADE
- 6) G.C. TO PROVIDE ALL THE CONDUITS & DATA, COMMUNICATIONS WIRE FOR THIS INSTALL AND UPGRADE

Fillport smart pump system with controls \$18,453.00
Fuel management system with probes and controls \$19,753.00
Fuel equipment Valving - solenoid valves, vents, overfill valves \$ 7803.00.

#

7) BID IS GOOD FOR 45 DAYS.

There are no express or implied warranties except as stated on the description on the face hereof. There is no warranty of MERCHANTABILITY or fitness for a particular purpose." On any accounts over 30 days past due a finance charge of 12% will be added. Unless prior arrangements have been agreed upon this will represent an annual percentage rate of 18% Merchandise returned for credit is subject to restocking charges plus any transportation cost. Cochise Contractors, Inc. shall retain and reserve all right to title in goods shipped, delivered, or installed on Buyer's premises until such time and upon the condition that Buyer has paid the full purchase price for said goods. Buyer grants to Cochise Contractors, Inc. the right to enter upon the Buyer's premises and remove all goods not paid for within thirty (30) days. Nevertheless, the risk of loss from theft, fire damage or other casualty shall pass from Seller to Buyer upon the delivery of goods to Buyer's premises. In the event of any action to enforce any of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees. All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

AUTHORIZE SIGNATURE	<u>.</u>	CLIFF COGSWELL-SALES MANA	GER
NOTE: THIS PROPOSAL ACCEPTED WITHIN 30 DA		BY COCHISE CONTRACTORS, INC.	IF NOT
	ACCEPTANCE O	F PROPOSAL	
SIGNATURE	TITI F	DATE	

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.





RKS PLUMBING & MECHANICAL, INC.

23659 N 35th Dr. - Glendale, Arizona 85310

Commercial Plumbing License # 096652 L-37

A General Engineering License #223612 and B-1 Commercial Building License #288947

Air Conditioning, Refrigeration & Heating License # 206709 K-39

Office - (602) 996-1866

Fax - (602) 996-1818

Date: December 4, 2015

CONTRACTOR PROPOSAL

To: Callente Construction Inc.
Jeff Schaffer, Estimator/Project Manager
485 W. Vaughn Street
Tempe, AZ 85283
602-421-1444

Jason Adolph, Project Manager jason adolph@calienteconstruction.com jschaffer@calienteconstruction.com

doL Job Name: TEMPE PD GENERATOR REPLACEMENT Change Order # (BACK-UP GENERATOR REPLACEMENT) Description Of Work: Furnish & Install mechanical work for the above project including generator fuel system, air intake and exhaust sytems in accordance with plans and specifications by LSW Engineers stamped 07-07-2014. Proposed Amount \$ 182,977.00 Inclusions: Demolition & removal of existing mechanical systems Inline valves, fittings and appurtenances Black T&C or weided Fuel Oil fill & vent piping Tank leak detection assembly Insulated Generator Exhaust Breeching Remote Fill Station Radiator Discharge Wall Louver Fuel Management Panel Radiator Discharge Ductwork with access & flex BAS Control Interface Supervision Testing & Inspections Exclusions: Tax, General Liability Insurance, Permits & Bond Temporary facilities & trash disposal Davis Bacon Wages or Premium Time Labor All Concrete Generator & Fuel Tank Electrical Tanks, pumps, and analyzing equipment Controls, Instrumentation & Meters Qualifications: • Add for Performance & Payment Bonds \$2.783 · Add for Sales Tax if not by General Contr \$8,940 Submitted By: *Gim Shiou* Estimator/Project Manager, RKS Plumbing & Mechanical, Inc. Accepted By: Callente Construction Inc. Signature:

Mechanical = 96,713 See next page

Fuel = 72,129 + Demo of pipe 3498,00 75,627 (RRS elected to \$66 to Godise)

BAS = 14,155 See next page

Total \$182,977.00



RKS PLUMBING & MECHANICAL, INC.

23659 N 35th Dr. - Glendale, Arizona 85310

Commercial Plumbing License # 096652 L-37

A General Engineering License #223612 and B-1 Commercial Building License #288947

Air Conditioning, Refrigeration & Heating License # 206709 K-39

Office - (602) 996-1866

Fax - (602) 996-1816

CONTRACTOR PROPOSAL

To: Caliente Construction Inc. Jeff Schaffer, Estimator/Project Manager 485 W. Vaughn Street Tempe, AZ 85283 602-421-1444

Jason Adolph, Project Manager iason.adolph@callenteconstruction.com ischaffen@calienteconstruction.com

Date:	December	8,	2015
-------	----------	----	------

Job #_ Change Order #_	Job Name: TEMPE PD GENERATOR REPLACEMENT (BACK-UP GENERATOR REPLACEMENT)	
Description Of Work	Generator air intake and exhaust sutems in accordance with plane	

Fu

and specifications by LSW Engineers stamped 07-07-2014.

Proposed Amount \$

96,713.00

Inclusions:

- . Demolition & removal of existing mechanical systems
- Install New Generator Exhaust Breeching
- . Thermal Insulatation Generator Exhaust Breeching
- Demo, remove and dispose existing cooling shroud
- Remove existing refrigerant recovery duct
- · Demo, remove and dispose existing intake air louver
- Install Silencer (furnished by others)

Exclusions:

- Tax, General Liability Insurance, Permits & Bond
- Davis Bacon Wages or Premium Time Labor
- Generator & Fuel Tank
- Tanks, pumps, and analyzing equipment
- · Paint, Coatings, tags & labels unless noted
- Tank leak detection assembly
- Remote Fill Station

· Inline valves, fittings and appurtenances

DEVISION 2 - Appropriated Inclusions

- Radiator Discharge Wall Louver
- Radiator Discharge Ductwork with access & flex
- Demo, remove dispose existing exhaust piping
- Replace existing refrigerant recovery duct
- Furnish & Install new intake air louver
- Supervision, Testing & Inspections
- Temporary facilities & trash disposal
- All Concrete
- Electrical
- Controls, Instrumentation & Meters
- Electrical devices & equipment
- 6" & 2" Vent Pipina
- BAS Control Interface

Qualifications:

 Add for Performance & Payment Bonds Add for Sales Tax if not by General Contr \$1,451 \$4,730 Add for BAS

14,135.00

Submitted By	r. Jim Shiera		
	Estimator/Project Manager, RKS Plumbing & Mechanical, Inc.		
Accepted By	r		
vroehten b)			
	Callente Construction Inc.		
Signature		Date:	



PROPOSAL

277473

Date:

12/9/2015

Bill To

Caliente Construction, Inc. 485 W. Vaughn St. Tempe, AZ 85283 accountspayable@calienteconstruction.com Job Site

CoT Police/Courts Bidg 120 E 5th St Tempe, AZ

Terms:

Progress Billing

Project: CoT Back up GEN SWAP

Description

Project: City of Tempe Back-Up Generator Replacement (Police/Courts Building) - Mechanical

Scope of work to Include: Demolition/removal of existing mechanical systems Fuel Oil Fill and vent piping Generator Exhaust Radiator Discharge Wall Louver and Discharge Ductwork Remote Fill Station Leak detection-Tank Valves, Fittings Fuel Management Panel

BAS Control Interface

Testing

Inspections

Exclusions: Bonds, Permits/Fees, Engineering, Labor and materials outside scope of work, After hours/weekend Labor

Pricing Breakout: Mechanical: \$18,285 BAS System: \$16,400 Fuel Piping System: \$92,000

Authorized Signature	Date	Subtotal Sales Tax (5.233%)	\$126,685.00 \$0.00	
Print Name	Title	Total	\$126,685.00	
		Proposal Valid For 30 Days		
Company Name	Authorization #	DAN KRUEGER		

Crawford Mechanical Services LLC

408 S. Hamilton Court | Gilbert, AZ 85233 480.722.1267 o | 480.899.7349 f | ap@cmsaz.com





HVAC Bid

Date: December 2, 2015

To: Caliente Construction, Inc.

485 W Vaughn Street Tempe, AZ 85283

Attn: Jeff Schaffer Email: jschaffer@calienteconstruction.com

From: George Barutha

Cell: 602-301-8989 Fax: 602-490-3901

Project: City of Tempe backup generator

I am pleased to provide you with a quote for the above referenced project.

Scope of work:

- Demo exhaust piping and ductwork to louver
- Furnish and install new louver
- Furnish and install exhaust piping and 2" insulation with lagging
- Install silencer (provided by owner)
- Furnish and install ductwork off generator to louver
- Remove and reinstall existing ductwork on west side of area for generator access
- All work during normal business hours
- Includes sales tax

Bid Price: \$17,928.00 Total

Exclusions:

- Permits
- After hours work
- Fuel piping demo
- Fuel piping and fuel oil vent piping of fuel tank
- Silencer

M

Caliente – City of Tempe backup generator CFM Mechanical HVAC Bid December 2, 2015 Page 2

Warranty:

- 1 year labor warranty
- Factory parts warranty
- Excludes warranty of owner furnished equipment

Insurance:

• Bid is based on insurance limits and endorsements outlined on CFM Mechanical LLC's Certificate of Insurance (if needed, please request). Acceptance of our bid is acceptance of this coverage. Any additional requirements in the contract will be added to our bid pricing if available through our insurance company. Failure to be able to secure this additional coverage will not void your acceptance of our bid and these requirements will be stricken from the contract.

Payment Terms:

• Net 30 days. A finance charge of 1.75% per month will be added for past due payments (21% annual percentage rate)

Acceptance of Proposal:	
Signature/Date:	1
CFM Mechanical must receive signed prop	oosal before any work relating to this job will





To: Caliente Construction

Attn: Estimating Department

Re:	City of Tempe Police Building Generator Controls Pricing	
Base Bid Price:		\$14,135.00

Base Bid Inclusions:

Provide a modification to the existing Delta Controls EMS on site as needed to control:

- a. 1 Generator
 - i. Control
 - 1. MODBUS Points Available
 - 2. Generator Run Status (To APC NETBOTZ System)
 - 3. Generator Failure Status (To APC NETBOTZ System)
 - 4. ATS Position Status (To APC NETBOTZ System)
 - 5. Fuel Tank Level (To APC NETBOTZ System)
 - ii. Status
 - 1. MODBUS Points Available
 - 2. Commercial AC Power
 - 3. ATS Position (Closure Signal Contact)
 - 4. Leak Detection System Status (From Fuel Management System)
 - 5. Liquid Level Alarm (Switch FBO)
- 2. Demo the existing Delta Controls Components tied to the Generator on site.
- 3. Trend the Points specified in the EMS scope of work.
- 4. Tie into the existing Deita Controls EMS and the City of Tempe's EMS Network.
- 5. Provide a new sequence of operations for the HVAC equipment for the building during emergency mode as per specs.
- 6. Provide and install all necessary plenum wiring, conduit and control wiring as required.
- 7. Provide graphics, engineering, startup, and onsite owner training as required.
- 8. Free Monthly Training at the AZCS Tempe Facility for the life of the System.
- 5. Two year warranty on parts and labor.

Base Bld Exclusions:

- 1. 3rd Party BACnet Controllers and Programming
- 2. VFD's/Motor Starters/Contactors/ Duct Smoke Detectors
- Duct Smoke Detectors, wiring, fire alarm interface and/or testing (by others)
- 4. Applicable bond costs if any

Thank you for the opportunity to provide this pricing. If you have any questions please feel free to contact me at the office or on my cell phone at (602) 828-2951.

920 w 1st St. Tempe, AZ 85281, Phone (480) 829-9421 FAX (480) 829-9424 L-11 License Number - ROC171427

H



Sincerely;

Arizona Control Specialists, Inc. (AZCS)

A. Abdum

Amr Abdin

Accounts Manager

AA/aa

H

EXHIBIT C

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS	SB-1
STATUTORY PERFORMANCE BOND	PB-1
STATUTORY PAYMENT BOND	PB-3

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the MAG Specifications, JOC shall provide for each Job Order the information listed below regarding proposed subcontractors which are subject to approval by the City.

Subcon	tractor		% of Total
<u>Name</u>	Address	Type of Work	Contract
-			
			
			}
			
			 -

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,

CHAPTER 6, OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That	("Principal") and		
a corporation organized and exis	sting under the laws of the	State of,	with
its principal office in the City of		_("Surety"), are held and firmly	bound
unto("	Obligee") in the amount of]	Dollars
(\$), for the	payment whereof, the said	Principal and Surety bind then	nselves,
and their heirs, administrators,	executors, successors and	assigns, jointly and severally, fir	rmly by
these presents.			

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 25th day of February, 2016, to complete Project No. 5507671, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

DATED this day of	day of	2016.		
		PRINCIPAL	SEAL	
		BY:		
		**		
		SURETY	SEAL	
		BY:		
		AGENCY ADDRES	SS	

^{**} Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,

CHAPTER 6, OF THE ARIZONA REVISED STATUTES (Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That	("Principal") and,
a corporation organize	and existing under the laws of the State of,
with its principal office	in the City of ("Surety"), as held and firmly
bound unto	("Obligee") in the amount of
Dollars (\$), for the payment whereof, the said Principal and Surety bind
themselves, and their	heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by the	se presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 25th day of February, 2016, to complete Project No. 5507671, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

DATED this	day of	, 2016.	
		PRINCIPAL	SEAL
		BY:	
		**	
		SURETY	SEAL
		BY:	
		AGENCY ADDRES	SS

^{**} Surety hereby acknowledges they are licensed to do business in the State of Arizona **

CITY OF TEMPE DEPARTMENT OF PUBLIC WORKS UNCONDITIONAL WAIVER AND RELEASE FOR CONTRACTOR'S PAYMENT AND SETTLEMENT OF CLAIMS

Upon receipt of payment from the City of Tempe, the undersigned:							
Contractor's Name:							
Contractor's Address:							
amount of \$ [state dollar payment of all work, services, equipment, labor, undersigned for the city or anyone in the correct REPLACEMENT – POLICE/COURTS BUILDING STREET; and does hereby waive and release any bond right, any private bond right, any claim for payment rights referenced project against the City of Tempe, for indemnify and hold harmless the City of Tempe as and expenses whatsoever, which the City may income all work, services, equipment, labor, skill and mater	s having received final payment from the City of Tempe in the ar amount for final, total contract amount] for full and final skill and material furnished, delivered and performed by the instruction [or other services] for BACK-UP GENERATOR of and PROJECT NO. 5507671 at the location of 120 EAST 5 ^{TE} and all rights to mechanic's liens, any state or federal statutory ayment and any and all rights under any applicable federal, state for persons in the undersigned's position held on the above-this value received. The undersigned further agrees to defend gainst any and all liens, claims, suits, actions, damages, charges ur arising out of the failure or the undersigned to pay in full for rial furnished with regard to the project.						
pay using the monies received from this final paym	nent to promptly pay in full all of his contractors, subcontractors, atterials, equipment or services provided to the above-referenced						
Contractor Signature	Date						
By (Print Name and Title)	-						

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if signed, even if you have not been paid. If you have not been paid in full, use a conditional release form.

[NOTARY SEAL TO FOLLOW]

STATE OF ARIZONA) COUNTY OF MARICOPA)	
On day of, 2016, identification documents to be the person who signed the me that the contents therein are truthful and accurate to	personally appeared before me, and proved by lawful are preceding document in my presence, and who affirmed to the best of his/her knowledge and belief.
Notary Seal	Notary Public
	Printed Name
My Commission Expires:	